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IV 2364796

INTERNAL AFFAIRS BUREAU
INVESTIGATIVE SUMMARY
IAB# IV 2364796

UNIT:	East Patrol Division / Industry Station
DATE:	September 5, 2014, Friday, 0825 hours
LOCATION:	Industry Sheriff's Station
SUBJECTS:	Kahlil Vincson, Deputy Sheriff, [redacted] [redacted], Deputy Sheriff, [redacted]

ALLEGATIONS:

It is alleged that Deputy Vincson utilized a Department facsimile machine at Industry Station to make an official request for a police report from the San Diego Police Department, in which Deputy Vincson was named as the suspect. The request for the report indicated it was from a "Deputy [redacted]", Industry Station, Patrol Operations. It is further alleged that Deputy [redacted] agreed to assist Deputy Vincson in obtaining the report.

SYNOPSIS:

On September 9, 2014, during the Early Morning shift, Industry Station Secretary [redacted] was checking the station's Fax machine and saw a police report (**Exhibit A)** from the San Diego Police Department. After looking at the report, she saw the suspect was an Industry Station Deputy named Kahlil Vincson. Miss [redacted] took the report to Sergeant Kitchin who was working as the Watch Sergeant. She said she worked at records before and knew if you were listed as the suspect, you could not get the report. Miss [redacted] assumed a sergeant or lieutenant had requested the report.

Sergeant Kitchin looked at the report and saw it was from the San Diego Police Department. He saw the report was a domestic violence incident and the suspect was one of his employees, Deputy Khalil Vincson. Sergeant Kitchin gave the report to Lieutenant Enriquez, who was the station watch commander and this ended his involvement.

After receiving the report, Lieutenant Enriquez conducted a supervisory inquiry. He contacted the San Diego Police Department and requested a copy of the initial fax request of the criminal report. Lieutenant Enriquez received a fax of the initial request (**Exhibit B)** and questioned Deputy Vincson about the request and report. When asked, Deputy Vincson told Lieutenant Enriquez that he used the Department's fax letterhead to request a copy of his criminal case report from the San Diego Police Department.

Deputy Vincson also told Lieutenant Enriquez he asked Deputy [redacted] if he would help him send a request for the report and Deputy [redacted] agreed. Deputy Vincson went on to say he mistakenly put the name "[redacted] on the fax request instead of "[redacted]

Lieutenant Enriquez wrote a memorandum (**Exhibit C)** to Captain Murakami detailing his inquiry and recommending an administrative investigation be conducted.

During his interview with IAB investigators, Deputy Vincson said he was attempting to obtain the copy of the San Diego Police Department report to assist his wife ([redacted]) and himself in preparing for an interview with IAB investigators. Deputy Vincson went on to say he drove to San Diego in an effort to obtain a copy of the report, but was not given the whole report, as he was listed as the suspect. He said he was told his wife could get the report if she requested it in person; however, she was unable to go due to a medical condition.

> **IAB NOTE:** On May 4, 2014, Deputy Vincson and his wife were involved in a domestic violence incident in the City of San Diego. Deputy Vincson was arrested in this case and his wife was listed as the victim. This incident was investigated by IAB under case number [redacted].

Deputy Vincson said he asked Deputy [redacted] to call San Diego Police Department and request a copy of the report. Deputy [redacted] agreed to assist him, but told him it was the end of his shift and Deputy Vincson should just send a fax request for the report. Deputy Vincson said he put Deputy [redacted] name on the fax request, as he knew the San Diego Police Department would not send the report if his name was on it because he was listed as the suspect.

> **IAB NOTE:** The IAB investigator spoke with Records Clerk [redacted] of the San Diego Police department. She said it is their policy to not give suspects copies of criminal reports.

Deputy [redacted] said he was never asked by Deputy Vincson to help him obtain a report from the San Diego Police Department. He said he heard rumors around the station that Deputy Vincson was involved in a domestic violence incident in San Diego, but he never heard about it from Deputy Vincson.

WITNESS INTERVIEWS

SECRETARY [redacted]

Secretary [redacted] was interviewed on January 25, 2015, at 2018 hours by Sergeant Richard Martinez. The interview was conducted at the Industry Sheriff's Station. Her interview was digitally recorded and transcribed. The following is a summary of her interview:

Secretary [redacted] was checking the station's Fax machine as part of her duties when she saw a police report from the San Diego Police Department. After looking at the report, she saw the suspect was an Industry Station deputy named Kahlil Vincson. Miss [redacted] took the report to Sergeant Kitchin, who was working as the Watch Sergeant. Miss [redacted] assumed a sergeant or lieutenant had requested the report, as she worked at records before and knew if you were listed as the suspect, you could not get the report.

SERGEANT WILLIAM KITCHIN

Sergeant Kitchin was interviewed on January 25, 2015, at 2052 hours by Sergeant Richard Martinez. The interview was conducted at the Industry Sheriff's Station. His interview was digitally recorded and transcribed. The following is a summary of his interview:

Sergeant Kitchin said he was working as the watch sergeant when Secretary [redacted] brought him a report from the San Diego Police Department. He saw the report was a domestic violence incident and the suspect was one of his employees, Khalil Vincson. Sergeant Kitchin gave the report to Lieutenant Enriquez, who was the station watch commander and this ended his involvement.

LIEUTENANT RAYMOND ENRIQUEZ

Lieutenant Enriquez was interviewed on March 16, 2015, at 2104 hours by Sergeant Richard Martinez. The interview was conducted at the Industry Sheriff's Station. His interview was digitally recorded and transcribed. The following is a summary of his interview:

Lieutenant Enriquez received a San Diego Police Report listing Deputy Vincson as the suspect from Sergeant Kitchin (Watch Sergeant). Lieutenant Enriquez conducted a supervisory inquiry and contacted the San Diego Police Department requesting a copy of the initial fax request of the criminal report. After receiving a fax of the initial request (**Exhibit B**), Lieutenant Enriquez questioned Deputy Vincson about the request and report. When asked, Deputy Vincson told Lieutenant Enriquez that he used the Department's fax letterhead to request a copy of his criminal case report from the San Diego Police Department.

Deputy Vincson also told Lieutenant Enriquez he asked Deputy [redacted], if he would help him send a request for the report and Deputy [redacted] agreed. Deputy Vincson went on to say he mistakenly put the name "[redacted] on the fax request instead of [redacted]

Lieutenant Enriquez wrote a memorandum (**Exhibit C**) to Captain Murakami detailing his inquiry and recommending an administrative investigation be conducted.

SUBJECT INTERVIEWS

DEPUTY VINCSON

Deputy Vincson was interviewed on January 12, 2015, at 1017 hours by Sergeants Richard Martinez and Mark Lopez. The interview was conducted at the Internal Affairs Bureau office. Deputy Vincson was represented by Attorney Audra Call from Green & Shinee. His interview was digitally recorded and transcribed. The following is a summary of his interview:

Deputy Vincson said he was attempting to obtain a copy of the San Diego Police Department report to assist his wife [redacted] and himself in preparing for an interview with IAB investigators. Deputy Vincson went on to say he drove to San Diego in an effort to obtain a copy of the report, but was not given the whole report, as he was listed as the suspect. He said he was told his wife could get the report if she requested it in person; however, she was unable to go due to a medical condition.

Deputy Vincson said he asked Deputy [redacted] to call San Diego Police Department and request a copy of the report. He said he told Deputy [redacted] he was the suspect in the investigation and they were not going to give him a copy of the report, but he and his wife needed the report. Deputy [redacted] agreed to assist him, but told him it was the end of his shift and Deputy Vincson should just send a fax request for the report. Deputy Vincson said he put Deputy [redacted] name on the fax request, as he knew the San Diego Police Department would not send the report if his name was on it because he was listed as the suspect.

Deputy Vincson said he did not receive permission from Deputy [redacted] to put his name on the fax request; however, he took it that Deputy [redacted] would help him get the report.

Deputy Vincson said he used the department's Fax machine and County Letterhead to request the report, as he was a County employee preparing for a County Investigation and that made it County Business.

DEPUTY [redacted]

Deputy [redacted] was interviewed on February 10, 2015, at 1028 hours by Sergeants Richard Martinez and Jose Garcia. The interview was conducted at the Internal Affairs Bureau office. Deputy Vincson was represented by Attorney Charles Goldwasser. His interview was digitally recorded and transcribed. The following is a summary of his interview:

Deputy [redacted] said he was never asked by Deputy Vincson to help him obtain a report from the San Diego Police Department. He said he heard rumors around the station that Deputy Vincson was involved in a domestic violence incident in San Diego, but he never heard about it from Deputy Vincson.

Deputy [redacted] said Deputy Vincson has not told him about any investigations he is involved in, nor did he tell him he (Deputy Vincson) had brought up his name in any investigation. Deputy [redacted] said Deputy Vincson told him he was sorry for all of the problems he was causing, but was not specific about the problems. Deputy [redacted] figured he was apologizing for problems he has caused in the station desk area, as he is always late for his shift.

INTERNAL AFFAIRS BUREAU
ADDENDUM
IAB# IV 2364796

UNIT: East Patrol Division / Industry Station
DATE: September 5, 2014, Friday, 0825 hours
LOCATION: Industry Sheriff's Station
SUBJECTS: Kahlil Vincson, Deputy Sheriff, #[redacted]
[redacted] Deputy Sheriff, #[redacted]

Summary:

On March 11, 2015, Sergeant Richard Martinez submitted IV2364796 for review. Captain Timothy K. Murakami of Industry Station reviewed the case and had questions regarding the falsification of a document. To answer the questions raised by Captain Murakami, a second interview of Deputy Vincson was conducted. Sergeant Martinez was also contacted by Commander David E. Halm who wanted Captain Murakami questioned regarding statements made by Deputy Vincson. During his first interview, Deputy Vincson said Captain Murakami gave him a copy of the San Diego Police Department report and told him he (Deputy Vincson) should have just asked him (Captain Murakami) for a copy of the report and he would have given it to him. Deputy Vincson was interviewed again to clarify his statements about Captain Murakami giving him a copy of the police report.

Captain Murakami, Sergeant [redacted] and Secretary [redacted] were interviewed regarding statements made by Deputy Vincson, in reference to him receiving a copy of the San Diego Police Department report.

Deputy Vincson

Deputy Vincson was interviewed on April 8, 2015, at 1251 hours by Sergeants Richard Martinez and Jose Garcia. The interview was conducted at the Internal Affairs Bureau office. Deputy Vincson was represented by Attorney Audra Call from Green & Shinee. His interview was digitally recorded and transcribed. The following is a summary of his interview:

Deputy Vincson was shown a copy of the FAX request he sent to the San Diego Police Department, **Exhibit B** in the original case. Deputy Vincson read the request and said it appeared to be what he sent to the San Diego Police Department and that he created the request by himself and typed it on an Industry Station computer.

Deputy Vincson was interviewed again on April 28, 2015, at 0924 hours by Sergeants Richard Martinez and Pat Morris for the purpose of clarifying him receiving a copy of the San Diego Police Department report. The interview was conducted at the Internal Affairs Bureau office. Deputy Vincson was represented by Attorney Audra Call from Green & Shinee. His interview was digitally recorded and transcribed. The following is a summary of his interview:

Deputy Vincson was asked who gave him a copy of the San Diego Police Department report. Although, initially he assumed it was the captain that gave him the copy, he said he vaguely remembered that it was either Sergeant [redacted] or the captain's secretary that gave him the report. He went on to say they both work in an office next to the captain and someone in that office gave it to him.

Deputy Vincson remembers the captain saying, "Can you make a copy for Deputy Vincson?" or "Can you get a copy of it?" before he received the report. Deputy Vincson assumed it was Sergeant [redacted] that gave him the report, as he could not remember if the captain's secretary was in the office when he received the report.

Secretary [redacted]

Secretary [redacted] was interviewed on May 14, 2015, at 0926 hours by Sergeant Richard Martinez. The interview was conducted at Industry Sheriff's Station. Her interview was digitally recorded and transcribed. The following is a summary of her interview:

Secretary [redacted] is Captain Murakami's secretary. Part of her duties include maintaining a unit file of employee investigations. I showed her a copy of the San Diego Police Report (**Exhibit A**) and asked her if she had seen it before. Secretary [redacted] said she had seen the report before and believed she had a copy of it in a file for Deputy Vincson.

She said she has not given a copy of the report to Deputy Vincson, nor has she been asked by Captain Murakami or anyone in the operations staff to give Deputy Vincson a copy of the report.

Sergeant [redacted]
Sergeant [redacted] was interviewed on May 13, 2015, at 1215 hours by Sergeants Richard Martinez and Mark Lopez. The interview was conducted at Industry Sheriff's Station. Her interview was digitally recorded and transcribed. The following is a summary of her interview:

Sergeant [redacted] said she is the operations sergeant at Industry Station and changed her name from [redacted] to [redacted] in November of 2014.

> **IAB NOTE:** During his interview, Deputy Vincson said the Industry Station Operations Sergeant was Sergeant [redacted]

Sergeant [redacted] looked at the San Diego Police Report (**Exhibit A**) and said, as part of her duties, she had seen the report before. She said she did not give Deputy Vincson a copy of the report, was not aware of anyone in the operations office giving him a copy of the report and was not aware of Captain Murakami having directed anyone in the operations staff to give Deputy Vincson a copy of the report.

Captain Murakami
Captain Murakami was interviewed on May 13, 2015, at 1409 hours by Sergeants Richard Martinez and Mark Lopez. The interview was conducted at Industry Sheriff's Station. Captain Murakami was represented by Attorney Jim Cunningham. His interview was digitally recorded and transcribed. The following is a summary of his interview:

Captain Murakami was shown a San Diego Police Report (**Exhibit A**) in which Deputy Vincson was arrested. Captain Murakami said he had seen the report before and received a copy of it, after Deputy Vincson was arrested.

Captain Murakami said he never gave Deputy Vincson a copy of the report, nor did he order anyone in the station to give Deputy Vincson a copy of the report.

Captain Murakami said he told Deputy Vincson he would have given him a copy of the San Diego Police Report, or he (Deputy Vincson) should have gone through his attorney to get a copy.

Captain Murakami said this conversation took place after he (Captain Murakami) learned the District Attorney was not going to file the case and the focus of the supervisor's inquiry (September 9, 2014) regarding Deputy Vincson sending the fax request to the San Diego Police Department.



SETTLEMENT AGREEMENT

PRELIMINARY STATEMENT

This agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Kahlil Vincson, (hereinafter referred to as "Mr. Vincson"), Employee Number [redacted]

RECITALS

The Department and Mr. Vincson are interested parties in the investigation under Internal Affairs Bureau No. 2364796 involving his discharge. Both desire to resolve all disputes arising as the result of these investigations, to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and Mr. Vincson for and in consideration of the mutual Covenants herein, agree as follow:

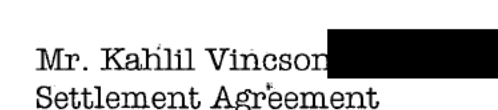
1. Upon execution of this Agreement, the Department will rescind the Letter of Intent dated August 20, 2015. In lieu of discharge, the Department will allow Mr. Vincson to resign. Mr. Vincson understands, agrees, and acknowledges that he will submit his resignation from the position of Deputy Sheriff, Item No. 2708A, to the Department effective the close of business on November 20, 2015. The resignation will be attached to this Agreement as Exhibit "A."

2. Upon execution of this Agreement, Mr. Vincson understands, agrees, and represents that he will not seek employment or be employed at any time by the County of Los Angeles and/or the Los Angeles County Sheriff's Department after submission of his resignation.

3. The Department's PPI index will state "Founded, Resigned" under IAB No. 2364796.

4. Also, Mr. Vincson agrees, understands, and acknowledges he <u>will not</u> receive:

   a. CCW endorsement pursuant to California Penal Code §12027
   b. Sheriff's Department retirement credential or badge.



5. In addition, Mr. Vincson agrees to withdraw his 18.01 suspension appeal in CSC No. 15-259, under IAB No. 2382474, within ten (10) business days upon execution of this Agreement.

6. Moreover, Mr. Vincson agrees to waive all rights in IAB Case Number 2364796 pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

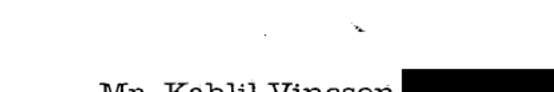
7. Mr. Vincson further agrees to waive any and all further administrative or judicial remedies with respect to this matter and the resignation set forth herein. This waiver shall include, but not limited to, appeals to the Los Angeles County Civil Service Commission and/or the Los Angeles County Employee Relations Commission or any court of law.

8. The parties further agree that this settlement shall not be considered, cited or used in any future dispute between the Department and any other Department employee as establishing precedent or past employment practice. This Agreement resolves the dispute between Mr. Vincson and the Department, and is not to be applied to any other facts or disputes.

9. In consideration of the terms and conditions set forth herein, Mr. Vincson agrees to fully release, acquit and forever discharge the County, their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Mr. Vincson concerning the subject matters referred to herein. Additionally, Mr. Vincson specifically acknowledges that he has not been the subject of discrimination in any form, including but not limited to discrimination based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex, and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known to him.

10. Mr. Vincson further agrees, with regard to this matter, to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by



him must have materially affected his settlement with the debtor.

11. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

12. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy of facsimile transmission of the agreement, including signatures, shall be deemed to constitute evidence of the agreement having been executed.

13. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the effective date" of this agreement.

14. The parties agree that this is the complete settlement agreement and that no other promises have been made by either party. The parties further agree that no changes may be made to this settlement agreement unless both parties reduce the changes to writing and sign them.

15. Each party hereto represents and agrees that he/she or it has carefully read and fully understands all of the provisions of the Agreement, and that he/she or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement.

I have read the forgoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

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Mr. Kahlil Vincson [redacted]
Settlement Agreement

12-08-15

Kahlil Vincson [redacted] Date

As to form only:

N/A

Audra Call, Attorney
Green & Shinee

Date

For the Department:

12/8/15

STEPHEN B. JOHNSON, CHIEF
EAST PATROL DIVISION

Date



Jim McDonnell, Sheriff

County of Los Angeles

Sheriff's Department Headquarters

4700 Ramona Boulevard
Monterey Park, California 91754-2169



August 20, 2015

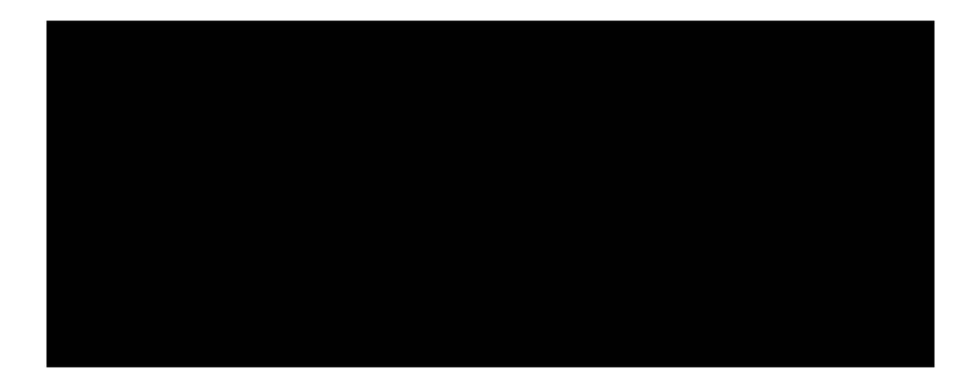
Deputy Kahlil Vincson, [redacted]

Dear Deputy Vincson:

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2807A, with this Department, effective the close of business September 11, 2015.

An investigation under IAB File Number 2364796, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. [redacted]



[redacted]

2. That in violation of Manual of Policy and Procedures Sections 3-01/040.75, Failure to Make Statements and/or Making False Statements During Departmental Internal Investigations; and/or [redacted], on or about January 12, 2015, you made false statements during your administrative interview and displayed poor judgement, a lack of integrity, and conduct that brought discredit to yourself by implicating Deputy [redacted] into this investigation, as evidenced by, but not limited to:

   a. stating that "I asked one of my co-workers, Deputy [redacted], to see if he could request it for me, if he could call San Diego PD and request it for me." "He said, yeah, I could," and/or words to that effect; and/or,

   b. stating that Deputy [redacted] stated to you, "you should just, you know, use the fax machine." "And then they will see it is from us and they would give the report," and/or words to that effect; and/or,

   c. stating, "seeing I spoke to him, I did write his name on it," and/or words to that effect; and/or,

   d. stating, "I just took it as he would help me get this report, so and I, like I said, putting my name on it would have been, they wouldn't have given it to the subject," and/or words to that effect; and/or,

   e. stating, "Yeah," when asked if Deputy [redacted] told you he would help in getting the report, and/or words to that effect; and/or,

f. stating, "that is why I asked him. I told him, yes. I said, you know, they probably wouldn't give it to me so if you could," and/or words to that effect; and/or,

g. stating that "days later the captain gave me a copy of it," and/or words to that effect.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief Stephen B. Johnson, on September 11, 2015, at 1000 hours, in his office, which is located at 211 West Temple Street, 7th Floor, Los Angeles, California 90012. If you are unable to appear at the scheduled time and wish to schedule some other time prior to September 11, 2015, for your oral response, please call Chief Johnson's secretary at [redacted], for an appointment.

If you choose to respond in writing, please call Chief Johnson's secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Johnson office by no later than September 11, 2015.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Donnie L. Mauldin, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

DLM:LDL:ll

c: Advocacy Unit
Employee Relations Unit
Chief Stephen B. Johnson, East Patrol Division
Internal Affairs Bureau
(File # 2364796)